

1 **SECTION 1-09, MEASUREMENT AND PAYMENT**  
2 **May 28, 1996**

3 **1-09.4 Equitable Adjustment**

4 Item number 2 in the second paragraph is renumbered and revised to read:

- 5  
6 3. No claim for anticipated profits on deleted, terminated, or uncompleted work  
7 will be allowed.  
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9 The second paragraph is supplemented with the following:

- 10  
11 2. To the extent any delay or failure of performance was concurrently caused by  
12 the Contracting Agency and the Contractor, the Contractor, shall be entitled  
13 to a time extension for the portion of the delay or failure of performance  
14 concurrently caused, provided it make such a request pursuant to Section 1-  
15 08.8; however, the Contractor shall not be entitled to any adjustment in  
16 contract price.  
17  
18 4. No claim for consequential damages of any kind will be allowed.  
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20 **1-09.9 Payments**

21 The sixth paragraph is revised to read:

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23 If the Contractor fails, refuses, or is unable to sign and return the Final Contract  
24 Voucher Certification or any other documentation required for completion and final  
25 acceptance of the contract, the Contracting Agency reserves the right to establish  
26 a completion date (for the purpose of meeting the requirements of RCW 60.28)  
27 and unilaterally accept the contract. Unilateral final acceptance will occur only  
28 after the Contractor has been provided the opportunity, by written request from the  
29 Engineer, to voluntarily submit such documents. If voluntary compliance is not  
30 achieved, formal notification of the impending establishment of a completion date  
31 and unilateral final acceptance will be provided by certified letter from the  
32 Secretary to the Contractor, which will provide 30 calendar days for the Contractor  
33 to submit the necessary documents. The 30 calendar day period will begin on the  
34 date the certified letter is received by the Contractor. The date the Secretary  
35 unilaterally signs the Final Contractor Voucher Certification shall constitute the  
36 completion date and the final acceptance date (Section 1-05.12). The reservation  
37 by the Contracting Agency to unilaterally accept the contract will apply to  
38 contracts that are physically completed in accordance with Section 1-08.5, or for  
39 contracts that are terminated in accordance with Section 1-08.10. Unilateral final  
40 acceptance of the contract by the Contracting Agency does not in any way relieve  
41 the Contractor of their responsibility to comply with all Federal, State, or local  
42 laws, ordinances, and regulations that affect the work under the contract.  
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44 **1-09.10 Payment for Surplus Processed Materials**

45 This section is revised to read:

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47 After the Contract is completed, the Contractor will be reimbursed actual  
48 production costs for surplus processed material produced by the Contractor from  
49 Contracting Agency-provided sources if its value is \$3,000 or more (determined  
50 by actual production costs).  
51

52 The quantity of surplus material eligible for reimbursement of production costs  
53 shall be the quantity produced (but an amount not greater than 110 percent of  
54 plan quantity or as specified by the Engineer), less the actual quantity used. The

1 Contracting Agency will determine the actual amount of surplus material for  
2 reimbursement.

3  
4 The Contractor shall not dispose of any surplus material without permission of the  
5 Engineer. Surplus material shall remain the property of the Contracting Agency  
6 without reimbursement to the Contractor if it is not eligible for reimbursement.  
7

8 **1-09.12(3) Required Documents for Audits**

9 This section is supplemented with the following:

10  
11 22. Contracts between the Contractor and each of its subcontractors, and all  
12 lower-tier subcontractor contracts and supplier contracts.

13  
14 23. Worksheets, software, and all other documents used by the Contractor to  
15 prepare its bid.

16  
17 An audit may be performed by employees of the Contracting Agency or a  
18 representative of the Contracting Agency. The Contractor and its subcontractors  
19 shall provide adequate facilities acceptable to the Contracting Agency for the  
20 audit during normal business hours. The Contractor and all subcontractors shall  
21 cooperate with the Contracting Agency's auditors.